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**UNITED STATES DISTRICT COURT**

**DISTRICT OF NEVADA**

HOLLYWOOD CITIZEN NEWS  
OPERATING COMPANY, LLC, and  
HOLLYWOOD CITIZEN NEWS F&B,  
LLC,  
Plaintiffs,  
v.  
TEN FIVE HOSPITALITY LLC, and DAN  
DALEY,  
Defendants.

DAN DALEY, TEN FIVE HOSPITALITY  
LLC and 1545 F&B MANAGER LLC,  
Counterclaim Plaintiffs,  
v.  
HOLLYWOOD CITIZEN NEWS  
OPERATING COMPANY, LLC,  
HOLLYWOOD CITIZEN NEWS F&B, LLC,  
RELEVANT HOSPITALITY LLC, and  
ZHAOXU CHEN a/k/a VINCENT CHEN,  
Counterclaim Defendants.

CASE NO.: 2:23-cv-01126-APG-DJA

**JOINT STATUS REPORT ON  
DOCUMENTS SEALED PURSUANT TO  
DEFENDANTS/COUNTERCLAIM-  
PLAINTIFFS' MOTION TO SEAL (ECF  
No. 58)**

1 Plaintiffs and Counterclaim Defendants Hollywood Citizen News Operating Company,  
2 LLC and Hollywood Citizen News F&B, LLC (collectively “Plaintiffs”), and Defendants and  
3 Counterclaim Plaintiffs, Ten Five Hospitality LLC and Dan Daley (the “Defendants,” and,  
4 together with Plaintiffs, the “Parties”), respectfully submit this Joint Status Report with respect  
5 to issues raised in the October 10th, 2023 hearing concerning the Ten Five Parties’ Motion to  
6 Seal (ECF No. 58) Exhibits B, C, and D to the Declaration of Dan Daley, which were filed  
7 publicly in fully redacted form at ECF No. 57-2, and lodged under seal, in connection with the  
8 Defendants’ Reply in Support of their Motion to Dismiss (ECF No. 57).

9 During the October 10th hearing, the Court instructed the Parties to confer about the  
10 Motion to Seal, and, if the Parties believed that certain documents should be kept under seal, the  
11 Court instructed Plaintiffs to provide their justification. Since the October 10th hearing, the  
12 Parties have met and conferred regarding which of the sealed exhibits needed to remain under  
13 seal, if any.

14 Plaintiffs have agreed that Exhibits B and D of ECF No. 57-2, which reflect  
15 organizational charts for entities affiliated with Plaintiffs, may be unsealed. For the reasons set  
16 forth below, Plaintiffs believe that Exhibit C of ECF No. 57-2 should be filed with a redaction to  
17 a non-public operating agreement for Relevant Hospitality, and Defendants do not oppose  
18 Plaintiffs’ re-filing Exhibit C of ECF No. 57-2 in that redacted form.

19 Plaintiffs’ proposed redactions are attached to this report as **Exhibit A**.

20 Plaintiffs request permission to file a redacted copy of Exhibit C to the Daley Declaration  
21 (filed at ECF No. 57-2), which reflects the Operating Agreement for Relevant Hospitality, LLC  
22 (the “Operating Agreement”), because it contains detailed and commercially sensitive  
23 information. The information contained in the Operating Agreement is not publicly available  
24 and is not of interest to the public. Given the sensitivity of the information and commercial  
25 terms contained in the Operating Agreement, there are “‘compelling reasons’ sufficient to  
26 outweigh the public’s interest in disclosure.” *See Kamakana v. City and Cnty. Of Honolulu*, 447  
27 F.3d 1172, 1179 (9<sup>th</sup> Cir. 2006).

28 Courts in this District have ruled that compelling reasons exist to justify sealing records

1 that contain “sensitive business and financial information that may cause competitive harm if  
2 unsealed.” *Snap Lock Indus., Inc. v. Swisstrax Corp.*, 2021 WL 3082561, at \*2 (D. Nev. July  
3 21, 2021) (granting motions to seal documents “contain[ing] financial information,” documents  
4 containing “confidential and proprietary information related to the marketing and sales” of  
5 products, documents “contain[ing] sensitive advertising and marketing information” and  
6 documents “contain[ing] business strategies”); *Playup, Inc. v. Mintas*, 2021 WL 5763557, at \*1  
7 n.2 (D. Nev. Dec. 3, 2021) (finding compelling reasons to seal a operations agreement because it  
8 “contain[ed] commercially sensitive proprietary information regarding [movant’s] operations,  
9 processes, and procedures with [movant’s] partners.”). The Operating Agreement is just such a  
10 record, containing detailed information relating to how Relevant Hospitality is run, release of  
11 which to the public would expose Relevant Hospitality to potential competitive harm.

12 On the other hand, the public has little interest in the redacted content of the Operating  
13 Agreement, and any interest it does have is outweighed by Relevant Hospitality’s interest in  
14 protecting its “proprietary business practices.” *See Selling Source, LLC v. Red River Ventures,*  
15 *LLC*, No. 2:09-CV-01491-JCM, 2011 WL 1630338, at \*2 (D. Nev. Apr. 29, 2011) (granting  
16 motion to seal documents discussing “the parties’ business operations . . . [and] corporate  
17 structure[.]”). Redacting the document to protect those particulars will in no way hamper “the  
18 public’s understanding of the judicial process” as relates to any aspect of this trademark-  
19 infringement action, not least the now-decided Motion to Stay or Dismiss, in connection with  
20 which these documents were filed. *Kamakana*, 447 F.3d at 1179 (internal quotation marks and  
21 citations omitted).

22 Because compelling reasons exist to shield the sensitive business information in the  
23 Operating Agreement from public disclosure, this Court should allow the Operating Agreement  
24 to remain under seal and allow Plaintiffs to re-file the document with redactions.

25 For the reasons set forth above, Plaintiffs respectfully request the Court’s permission to  
26 re-file the Operating Agreement submitted as part of ECF No. 57-2 with the redactions proposed  
27 at **Exhibit A**.

28 ...

**IT IS SO STIPULATED.**

Dated this 9<sup>th</sup> November 2023.

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Dated this 9<sup>th</sup> November 2023.

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**ORDER**

IT IS SO ORDERED.

  
UNITED STATES DISTRICT JUDGE

DATED:

November 13, 2023